Watch Co. v. *Ill. Watch Co.* (1901) 179 U. S. 665, 21 Sup. Ct. 270. Accordingly, geographical names and words which are purely descriptive are not the subjects of registered trade-marks. *Bolander* v. *Peterson* (1891) 136 Ill. 215, 26 N. E. 603; *Continental Ins. Co.* v. *Continental Fire Assn.* (C. C. 1899) 96 Fed. 846. But the courts are always alert to protect a man's business reputation, and to prevent the public from being defrauded. Hence, if a descriptive word has been associated with a particular concern so constantly that it inevitably suggests that concern, the courts will not permit its use by a competitor, although in its primary sense it may be a true description of the competitor's business. *Material Men's M. Assn.* v. *N. Y. M. M. Assn., Inc.* (1915) 169 App. Div. 843, 155 N. Y. Supp. 706, *aff'd.*, 224 N. Y. 670, 121 N. E. 878. Since the original user of a descriptive term may exclude others only to the extent of preventing confusion in actual competition, the protection clearly rests, as in the instant case, not on property rights, but on the broader ground of unfair competition. *Material Men's M. Assn.* v. *N. Y. M. M. M. Assn., Inc., supra.*

TRUSTS—ESTOPPEL—CONSENT OF BENEFICIARY TO VIOLATION OF TRUST.—T devised realty in trust to pay over two-thirds of the income thereof to X during life, and upon X's death to sell the same and to invest one-fourth of the proceeds for the benefit of W. The trustee was also empowered to sell the realty at any time he saw fit. For the purpose of freeing the property of the trust, the trustee, with the consent of W, conveyed the property during X's lifetime to a sister of T, who executed a mortgage which was subsequently foreclosed and the cestuis interest wiped out. The executor of W now sues the executor of the trustee for an accounting. *Held,* two judges dissenting, for the plaintiff. *In re Wentworth* (1920) 230 N. Y. 176, 129 N. E. 646.

In the absence of statute it is well settled that the consent of a *cestui que trust, sui juris,* to an act in violation of the trustee's duty will prevent the former from holding the trustee responsible. *Preble* v. *Greenleaf* (1901) 180 Mass. 79, 61 N. E. 808; see 2 Perry, *Trusts* (6th ed. 1911) § 849. In New York, in cases where the trust is alienable, the rule is identical. *Ungrich* v. *Ungrich* (1909) 131 App. Div. 24, 115 N. Y. Supp. 413; *cf. Matter of Niles* (1889) 113 N. Y. 547, 21 N. E. 687. Assuming the court's construction of the trust, the beneficiary's interest was inalienable. N. Y. Cons. Laws (1909) c. 52 §103, c. 45 § 15. Moreover, the trust having been created in a written document, the conveyance by the trustee in contravention of the trust was void. N. Y. Cons. Laws (1909) c. 52 § 105. Nevertheless, it has been held that a beneficiary who induces a breach of trust and accepts benefits cannot hold the trustee personally responsible. *Woodbridge* v. *Bockes* (1901) 59 App. Div. 503, 69 N. Y. Supp. 417, *aff'd* (1902) 170 N. Y. 596, 63 N. E. 362; see *Sherman* v. *Parish* (1873) 53 N. Y. 483, 492. But a cestui is not estopped to assert that the conveyance was void. *Douglas* v. *Cruger* (1880) 80 N. Y. 15. In view of the statute these latter cases seem irreconcilable. The courts have been attempting to do justice to avoid fraudulent conduct by the beneficiary. It is to be noted that in the principal case the beneficiary received no benefits under the sale, and thus the result reached is in consonance with former decisions and the strict letter of the statutes. It must be admitted that the statutory provisions are deprived of much force by those decisions which estop a beneficiary from holding the trustee personally responsible, for each case is an alienation pro tanto, but they at least reach a result which fair dealing demands, although the letter of the law forbids.

VENDOR AND PURCHASER—LIEN AS INCUMBRANCE—TENDER—RESCISSION.—One Roberts and the defendants entered into a contract by which the defendants were to convey certain real estate without warranty, Roberts paying $100,000 to